



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item
Meeting of April 16, 2011

SUPPLEMENTAL REPORT

DATE: April 14, 2011

SUBJECT: Approval of Award of Agreement No. 375-10 between the Arlington County Board and URS Corporation and authorization of funds to conduct alternatives analysis, environmental planning, and conceptual engineering for the Route 1 Corridor Streetcar Project and approval of Project Coordination Agreement between the County Board of Arlington and the City Council of Alexandria, Virginia.

DISCUSSION: An edit has been made to the Project Coordination Agreement, which is attached as Attachment A. The edit is to Paragraph 2. This edit was made at the request of the City of Alexandria to better reflect their preferred process and to increase flexibility at naming members to the Policy Committee.

The edit is as follows:

2. POLICY COMMITTEE

The Project Study will be guided on policy issues by a Policy Committee composed of two representatives each from the Arlington County Board and the Alexandria City Council ~~appointed by the respective bodies~~. The Policy Committee will meet to approve the overall direction, goals and objectives of the Project, including recommended changes to the Project Scope and Schedule and Project Budget for approval by the Parties, to review any draft documents before presentation to any public body for action or to the public, and as otherwise determined necessary by the Parties.

County Manager:

County Attorney:

23.

Staff: Matthew Huston, DES, Transportation, Transit Bureau

ROUTE 1 CORRIDOR STREETCAR COORDINATION AGREEMENT

THIS PROJECT COORDINATION AGREEMENT (the “**Agreement**”) is made this _____ day of _____, 2011, by and between the **COUNTY BOARD OF ARLINGTON (“Arlington County” or “Arlington County Board”)**, a body corporate and politic and a subdivision of the Commonwealth of Virginia and the **CITY COUNCIL OF ALEXANDRIA, VIRIGINA (“City of Alexandria” or “Alexandria City Council”)**, a body corporate and politic and a subdivision of the Commonwealth of Virginia. Arlington County and the City of Alexandria are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Jefferson Davis Highway (U.S. Route 1) running between Pentagon City and the Braddock Road Metrorail Station area is a busy thoroughfare running north and south through Arlington County and the City of Alexandria (“Route 1 Corridor”); and

WHEREAS, Arlington County has adopted a Crystal City Sector Plan update (2010) and amendments to the General Land Use Plan (2010) to guide the redevelopment of Crystal City, as well as Pentagon City and Potomac Yard; and

WHEREAS, the City of Alexandria has adopted a Master Plan Amendment to include the Potomac Yard/Potomac Greens Small Area Plan and North Potomac Yard Small Area Plan (2010); and

WHEREAS, the Route 1 Corridor serves as a major transportation corridor in Northern Virginia and the Washington metropolitan region, with a variety of regional and local bus routes, Metrorail, Virginia Railway Express, and automobile traffic that connect major destinations such as Old Town in the City of Alexandria and Crystal City and Pentagon City in Arlington County; and

WHEREAS, the Parties, recognizing the existing and potential demand on the emerging transit market and the need for an enhanced surface transit system in the Route 1 Corridor), have completed the Crystal City/Potomac Yard Transit Alternatives Analysis dated March 2003, in conjunction with the Washington Metropolitan Area Transit Authority (WMATA) and the Virginia Department of Rail and Public Transportation (DRPT); and

WHEREAS, Arlington and Alexandria have completed a Crystal City/Potomac Yard Interim Improvement Strategy dated December, 2005, and are advancing bus improvements in the Route 1 Corridor; and

WHEREAS, the Parties now intend to complete the next phase of planning and design for transit improvements in the Route 1 Corridor, consisting of environmental planning and preliminary engineering to examine streetcar implementation; and

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WHEREAS, the Parties have jointly developed a Scope of Work, Schedule and Budget for professional services to complete the environmental planning and preliminary design services for the streetcar in the Route 1 Corridor (“Project”).

NOW THEREFORE, in consideration of the above recitals and the terms and conditions hereinafter set forth the Parties hereby agree to the following:

1. PROJECT SCOPE and SCHEDULE

The Parties in conjunction with a prime consultant have jointly developed a Scope of Work (Project Scope) dated March 18, 2011, and Schedule dated March 30, 2011, for the Project, which are attached hereto and incorporated herein by reference as Attachment 1. The Parties agree that the Scope of Work and Schedule may only be amended by mutual written agreement signed by the Project Managers for each Party. Proposed changes in the Project Scope or Schedule that will incur additional costs beyond the adopted Project Budget may only be made with the prior approval of the Arlington County Board and the Alexandria City Council.

2. POLICY COMMITTEE

The Project Study will be guided on policy issues by a Policy Committee composed of two representatives each from the Arlington County Board and the Alexandria City Council appointed by the respective bodies. The Policy Committee will meet to approve the overall direction, goals and objectives of the Project, including recommended changes to the Project Scope and Schedule and Project Budget for approval by the Parties, to review any draft documents before presentation to any public body for action or to the public, and as otherwise determined necessary by the Parties.

3. TECHNICAL ADVISORY COMMITTEE

The Project Study will be advised on technical issues by a Technical Advisory Committee (TAC), and subcommittees thereof, which will be composed of representatives invited by the County and City Project Managers from appropriate City, County, State, and Federal Agencies, including the lead agency, or joint lead agency, and any participating or cooperating agency as those terms are defined under NEPA. The TAC will serve as a means to coordinate communication and review functions among the Parties, Federal, and State participating and cooperating agencies. The TAC will meet regularly as determined necessary by the Parties to advance the Project.

4. PROJECT BUDGET

The Parties have jointly developed a budget dated March 30, 2011 (Project Budget) for completion of the Project Scope, a summary of which Project Budget is attached hereto and incorporated herein as Attachment 2. The Parties agree that the Project Scope comprises tasks that are common to completion of the Project in both jurisdictions, called “Common Tasks”. Should the Project Scope be amended to include tasks that primarily serve one Party, these tasks would be called “Primary Tasks”. As to Common Tasks within the Scope of Work, the Parties agree that the costs of the Project Budget are to be divided on the following basis: Arlington County will be responsible for Fifty percent (50%) and the City of Alexandria will be responsible for Fifty percent (50%). The proportional payment of each Party for Primary Tasks will be set by mutual agreement of the Parties on a case by case basis.

5. PROJECT MANAGEMENT

The Parties agree to coordinate the management and execution of the Project, and to serve jointly as the Project Sponsors for the purposes of the environmental documentation as that term is defined under the National Environmental Policy Act (NEPA), until such time as the Parties agree on a different sponsorship. The Parties further agree to pursue completion of the Project in a diligent manner, to identify and coordinate the involvement of “participating local agencies”, to provide information and to make decisions in a timely manner, and to reach decisions on the basis of consensus. Each Party shall appoint a Project Manager, who will together serve as a Project Management Team in conjunction with the consultant project manager. The Project Management Team will meet regularly as determined necessary by the Parties to advance the Project.

The Parties agree that the costs of particular tasks within the Project Budget may be adjusted upon mutual written agreement of the Project Managers, only if such modifications do not increase the cost of the Project Budget beyond the amounts previously approved by each Party for the jurisdiction. Any increase in the Project Budget will require the approval of the Arlington County Board and the Alexandria City Council.

6. CONSULTANT AGREEMENT

Arlington County and the City of Alexandria have worked jointly to select a prime consultant to assist with the Project and have agreed on the scope of consultant services and the contract budget. The contract for consultant services shall be between the Arlington County Board and the consultant contractor (Consultant). The Consultant will submit invoices to Arlington County for payment on a time and materials basis. Upon approval by both the City and County Project Managers, Arlington County shall pay the Consultant invoices. Arlington County in turn shall submit invoices to the City of Alexandria for its proportionate cost as set forth herein, or as agreed for Primary Tasks. Invoices shall be accompanied by necessary documentation showing confirmation of payment to the Consultant by Arlington County. Only Consultant costs are eligible for reimbursement under this Section. Consultant costs submitted by Arlington County to the City of Alexandria shall include a one-half percent (0.5%) administrative charge to cover Arlington County’s costs of contract administration.

7. GENERAL

- A. Incorporation of the Recitals. The recitals set forth above are incorporated herein by this reference to the same extent and with the same force and effect as if fully hereinafter set forth.
- B. Authority. Each Party to this Agreement represents and warrants to the other Party that it has the full and unrestricted lawful power and authority to enter into and carry out the terms of this Agreement and the execution, delivery and performance of this Agreement.
- C. Applicable Law. This Agreement, and the rights and obligations of the Parties under this Agreement, shall be governed by the laws of the Commonwealth of Virginia without regard to principles of conflicts of laws.

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- D. Amendments; Waivers. Amendments, modifications, or supplements to this Agreement shall be in writing, signed by all Parties. Waivers under this Agreement shall be in writing, signed by the Party to be charged with the waiver. In the absence of a signed waiver, no act, or failure to act by any Party shall constitute or be construed as an estoppel or waiver with respect to that Party's rights.
- E. Severability. Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect the validity of the remainder of this Agreement, unless to do so would cause this Agreement to fail of its essential purposes.
- F. Relationship of the Parties. This Agreement does not create any partnership, joint venture agency or other similar relationship among the Parties, but is merely a means to perform certain tasks benefitting the Parties.
- G. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, and their successors and assigns.
- H. No Third Party Beneficiary. Nothing contained in this Agreement shall be deemed to create rights or obligations accruing to the benefit of, or enforceable by, any entity or person not a party to this Agreement, including, without limitation, any contractors, subcontractors or other parties providing labor, services, or materials in connection with the Project.
- I. Reasonable Approval Standard. Except as otherwise specifically provided in this Agreement, where any Party's approval is required under this Agreement, such approval shall be in writing. The Parties agree and understand that the Project Managers are hereby authorized to approve actions within the approved Project Scope and Schedule and Project Budget. Any change to the Project Budget beyond the amounts previously approved by each County will require authorization from the Arlington County Board and the Alexandria City Council.
- J. Entire Agreement; Amendment. This Agreement and its attachments, contain the entire agreement between the Parties with respect to the subject hereof, and all other prior communications and agreements, whether written or oral, are superseded hereby. This Agreement may be amended or modified only by an instrument in writing executed by the Parties.
- K. Dispute Resolution. Any dispute arising under this Agreement may be disposed of by written agreement between the Parties. If such a dispute cannot be resolved by the Parties within ten (10) business days, then the disputing party may, but shall not be required to, request that such dispute be considered and resolved by a mediator(s) mutually agreed upon by the Parties. If the Parties agree to resolve the dispute by mediation, then the mediator(s) shall provide a written recommendation to resolve the dispute. The Parties agree to make a good faith effort to accept such a recommendation.

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Nothing herein is intended to limit the rights of either of the Parties to resolve disputes through any other means not described or provided for in this Agreement.

- L. Monetary Obligations Limited To Appropriated Encumbered Funds. Notwithstanding any other provision of this Agreement to the contrary, as to either Party, any monetary obligations arising under this Agreement are further strictly limited and subject to the amount of funds approved and appropriated by the Arlington County Board and the Alexandria City Council. The Parties shall not otherwise be liable under this Agreement to commit to or to expend or to incur liability for any expenditure of funds or payment of money in excess of the amount so approved and appropriated for this Agreement by the Arlington County Board and the Alexandria City Council. There shall not be any recourse against either Party or the Route 1 Corridor Streetcar project funds for any such expenditure, commitment to expend funds, or payment thereof, which has not been so approved and appropriated.
- M. Personal Liability. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, or agent of the parties, nor shall it be construed as giving any rights or benefits to anyone other than the Parties hereto.
- N. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of the Parties' sovereign immunity.
- O. Termination. This Agreement may be terminated by either party upon sixty (60) days advance written notice. Upon termination, both Parties shall retain ownership of plans, specifications and project materials produced as of the date of termination, as applicable under law, unless otherwise mutually agreed upon in writing.
- P. Headings. Headings are intended only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement.
- Q. Notices. Any notice or communication required under this Agreement shall be effective upon receipt and shall be sent by personal delivery or by overnight air courier service with evidence of receipt to the following:

If to Arlington County,
Dennis Leach, Director
Division of Transportation
Department of Environmental Services
2100 Clarendon Blvd., Suite 900
Arlington, VA 22201

With copies to:
Stephen A. MacIsaac, County Attorney
2100 Clarendon Blvd. Ste 403
Arlington, Virginia 22201

If to City of Alexandria,
Richard Baier, Director

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Department of Transportation and Environmental Services
301 King Street, Room 4100
Alexandria, Virginia 22314

With copies to:
James L. Banks, City Attorney
301 King Street, Room 1300
Alexandria, Virginia 22314

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed under seal as of the date first above written.

**COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA**

**CITY COUNCIL OF
ALEXANDRIA, VIRGINIA**

By: _____
Name: Barbara Donnellan
Title: County Manager

By: _____
Name: James Hartmann
Title: City Manager